

**BEFORE
THE PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA
DOCKET NO. 2020-48-T**

Application of Applicant Roger’s Moving Specialist, LLC for a Class E (Household Goods) Certificate of Public Convenience and Necessity for Operation of Motor Vehicle Carrier

**PREFILED DIRECT
TESTIMONY
OF ROY ROGERS, JR.**

1 **Q. Please state your name, employer, and business address.**

2 **A.** My name is Roy Rogers, Jr. I am the sole member of Applicant Roger’s Moving
3 Specialist, LLC (“Applicant” or “Roger’s Moving”) located at 561 Whaley Court, Rock Hill,
4 South Carolina (29732).

5 **Q. What is the purpose of your testimony?**

6 **A.** I am testifying in support of Roger’s Moving’s Application for a Class E Certificate of
7 Public Convenience and Necessity with statewide authority.

8 **Q. Is Roger’s Moving organized to transact business in the State of South Carolina?**

9 **A.** Yes, Roger’s Moving is a South Carolina Limited Liability Company established on
10 August 31, 2016. A copy of a certificate of good standing was filed with Roger’s Moving’s
11 application, and the company remains in good standing.

12 **Q. How did you become associated with Roger’s Moving?**

13 **A.** I am the organizer and sole member of Roger’s Moving.

14 **Q. Please tell the Commission about your work history?**

15 **A.** I have been employed as a driver by Staples for 15 years. I also have worked with
16 several moving companies in the Rock Hill and Charlotte areas for about 20 years.

1 **Q. Please describe the services Roger's Moving would like to provide.**

2 **A.** Roger's Moving will provide all services associated with household goods moving such
3 as packing, unpacking, and physical labor.

4 **Q. Q. How employees will Roger's Moving have?**

5 **A.** Roger's Moving will initially have 4 employees.

6 **Q. How will you train your employees?**

7 **A.** I will train our employees personally. One of my duties with other moving companies
8 was training employees. I also plan to make use of a training video.

9 **Q. Does Roger's Moving own or lease any vehicles?**

10 **A.** Yes, Roger's Moving owns a 2013 Freightliner M2 106.

11 **Q. Does Roger's Moving plan to acquire other vehicles?**

12 **A.** We may acquire more vehicles if the business requires it.

13 **Q. Will Roger's Moving be insured?**

14 **A.** Yes, Certificates of Insurance are attached to the Application. Roger's Moving has
15 liability insurance in the amounts of \$1,000,000 per occurrence and \$2,000,000 in aggregate, and
16 we will purchase the required cargo insurance.

17 **Q. Has Roger's Moving submitted a tariff?**

18 **A.** A tariff is attached as Exhibit A.

19 **Q. How will you quote the cost of a move to a customer?**

20 **A.** Roger's Moving will only provide an estimated cost of a move, not a fixed price. Our
21 quotes are based upon square footage, moving experience and what clients convey they need
22 moved. On-site estimates will be performed if deemed necessary.

23 **Q. Does Roger's Moving have a Bill of Lading?**

1 A. Yes, I've attached a Bill of Lading form to my testimony as Exhibit B.

2 **Q. Will Roger's Moving provide a Bill of Lading for each move it conducts?**

3 A. Yes.

4 **Q. Why do you believe there is a need for moving services in South Carolina?**

5 A. People need to the services of good moving companies. The United States Census Bureau
6 estimates South Carolina grew by 9.9% to over 5 million people between April 1, 2010 and July
7 1, 2018. See U.S. Census Bureau Quick Facts, South Carolina, www.census.gov/quickfacts/sc.
8 COVID 19 will not change the growth in our state's population. When the nation emerges from
9 the current COVID-19 crisis, and the population's movement is no longer constrained, I believe
10 there will be pent up demand for moving services, and Roger's Moving will be ready, willing, and
11 able to meet it.

12 **Q. How will Roger's Moving reach its customers?**

13 A. We plan to market Roger's Moving by word of mouth and social media.

14 **Q. Is Roger's Moving financially able to provide service to the public?**

15 A. Yes. As shown on our application, Roger's Moving is financially viable.

16 **Q. Are there any outstanding court orders or judgments against Roger's Moving or
17 you, personally?**

18 A. No.

19 **Q. Are you aware of any complaints filed against Roger's Moving or you with the
20 Better Business Bureau, the Chamber of Commerce, or any state or municipal court or
21 agency?**

22 A. No.

23 **Q. Have you, or Roger's Moving, been convicted of a crime?**

1 A. No.

2 **Q. Are you familiar with, and do you agree to comply with, the statutes and regulations**
3 **that govern the operation of intrastate household goods movers in South Carolina?**

4 A. Yes, and Roger's Moving will comply with them.

5 **Q. Have you published a notice of Roger's Moving's application?**

6 A. Yes. A notice of the application was published in the *Rock Hill Herald and Fort Mill*
7 *Times* newspapers on February 28, 2020 and in the Post and Courier on March 18, 2020;
8 affidavits of publication have been filed with the Commission.

9 **Q. What is Roger's Moving's plan for the next five years?**

10 A. Roger's Moving plans to grow gradually if God favors us.

11 **Q. Does Roger's Moving have a website or Facebook page?**

12 A. We will have a website and a Facebook page.

13 **Q. Does this conclude your testimony?**

14 A. Yes.

EXHIBIT A

**REGULATIONS AND SCHEDULE OF CHARGES APPLICABLE
TO CERTAIN INTRASTATE HOUSEHOLD GOODS MOVES
WITHIN THE STATE OF SOUTH CAROLINA**

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ROGER'S MOVING SPECIALIST, LLC South Carolina Household Goods Tariff

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Applicability of Tariff

This tariff contains the regulations and rates applicable to the provision of intrastate household goods moved by ROGER'S MOVING SPECIALIST, LLC ("RMS"). These services are furnished between points and places in all South Carolina counties.

SECTION 1

1.0 Transportation Charges

Transportation Charges include the hourly rates as listed below.

1.1 Hourly Rates and Charges

Moves will be conducted on a “straight time” basis, with a minimum hourly charge as set out below plus actual travel time. The clock starts at the appropriate hourly rate when the movers leave the RMS office location, and includes the movers estimate return time to the office location.

Number of Movers	Truck Fee (one time)	Hourly Weekday Charge	Hourly Weekend Charge (Saturday & Sunday)
Two Men and a Truck	\$110.00	\$100.00	\$120.00
Three Men and a Truck	\$130.00	\$130.00	\$140.00
Four Men and a Truck	\$150.00	\$150.00	\$160.00
Each Additional Man		\$20.00 per man/per hr.	\$ 20.00 per man/per hr.

1.2 Office Hours / Minimum Hourly Charges:

RMS will operate Monday – Friday, 8:00 am – 5:00 pm and Saturday from 8:00 am – 12:00 pm.
 Sunday – Emergencies Only

Monday- Friday	Three-Hour Minimum Charge
Saturday- Sunday	Four-Hour Minimum Charge
Recognized Federal Holidays	Four- Hour Minimum Charge

After the minimum hourly charge, the hourly rates are calculated in fifteen-minute increments. Any interim charge is rounded up to the next fifteen-minute increment. If customers cancel within 48 hours of their move, RMS will charge the applicable minimum. Customers are not charged an additional fee for overtime labor.

SECTION 2

2.0 ADDITIONAL SERVICES

The following charges shall be assessed in addition to the hourly rates quoted in Section 1 of this tariff, in connection with a move involving additional items:

2.1 Bulky Article Charges (per item)

- Floor Model Television (48" or above) - \$120
- Pool Tables- \$275
- Gun cabinet - \$90
- Steel Gun Cabinet (in excess of 400 lbs.) - \$150
- Hot Tubs, Whirlpools - \$250
- Riding Lawnmowers- \$120
- Freezers - \$90
- Flat Screen Televisions (41" or above) - \$70.00
- Golf Carts - \$150
- Pianos - \$275

2.2 Elevator or Stair Carry

RMS does not charge an additional fee for elevator or stair carry, except as specified in Section 2.1 above.

2.3 Excessive Distance or Long Carry Charges

RMS does not charge an additional fee for carrying articles an excessive distance to or from the motor vehicle.

2.4 Pick Up and Delivery

RMS does not charge an additional fee for making additional pick-ups or deliveries after the initial stop.

2.5 Packing and Unpacking

2.5.1 RMS does not charge an additional fee for packing and unpacking. The packing rate is the same as the hourly rate listed in Section 1; plus the market price of packing materials, including sales tax on the materials.

2.5.2 RMS is not responsible for items packed by the customer. Boxes containing fragile or breakable items must be properly labeled. RMS reserves the right to decline any moves consisting of extremely large or fragile items.

2.6 Articles, Special Servicing

The rates and charges in this tariff do not include servicing or connection of appliances such as freezers, refrigerators, computer equipment, washers, dryers, televisions, and similar articles.

2.7 Waiting Time

The customer is charged the rates specified in Section 1 for all waiting time or delays which are not the fault of RMS.

SECTION 3

3.0 RULES AND REGULATIONS

3.1 Claims

3.1.1 All claims for loss, damage or overcharge must be written and should be attached to the Bill of Lading.

3.1.2 Claimant must notify carrier of all claims for concealed damage within 30 days of the move. RMS must be given reasonable opportunity to inspect damaged items.

3.1.3 Although our movers will be careful with your possessions, from time to time damages may occur. If damages are caused by our service, RMS reserves the right to repair the damage(s) in question. If we determine that damages cannot be repaired, we reserve the right to either replace or compensate (actual cash value) for the damage. If there is damage, notify RMS immediately. RMS will complete

a Damage Report before leaving your site. If you discover damage after the move, call the office within 30 days of your move. No damage claims will be honored until the charges for moving services are paid in full. You will be asked to sign a Release of Liability acknowledging this.

3.2 Computing Charges

RMS's rates are computed by multiplying the applicable hourly rate by the time as provided in Section 1.

3.3 Governing Publications

RMS's rates and charges are governed by the terms and conditions of this tariff, and the Rules and Regulations of the South Carolina Public Service Commission.

3.4 Items of Particular Value

RMS does not assume any liability whatsoever for documents, currency, credit cards, jewelry, watches, precious stones or articles of extraordinary value including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, trading stamps, revenue stamps, letters or packets of letters, alcoholic beverages, firearms, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured there from. RMS will not accept responsibility for safe delivery of such articles if they come into RMS's possession with or without RMS's knowledge.

3.5 Bill of Lading, Contract Terms, and Conditions

Each customer will be provided with a copy of RMS's Bill of Lading. The terms and conditions of the Bill of Lading, attached hereto, are hereby incorporated by reference.

3.6 Delays

RMS shall not be liable for any delays in transporting household goods resulting from an Act of God or fault or neglect of any unforeseen entities.

EXHIBIT B

UNIFORM HOUSEHOLD GOODS BILL OF LADING AND FREIGHT BILL

PSC

ROGER'S MOVING SPECIALIST, LLC
 561 WHALEY COURT, ROCK HILL, S.C. 29732
 TEL. (803) 371-3087 or (803) 370-1662
 royrogersjr2013.rr@gmail.com pvrogers01@gmail.com

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IN CASE OF NEED: CONTACT TRAFFIC CONTROL MGR. AT ABOVE ADDRESS OR TELEPHONE NUMBER REFER TO THIS REG. NO. ▲

SHIPPER _____
 ADDRESS _____
 FLOOR _____ ELEV. _____ TEL. _____
 CITY _____ STATE _____

CONSIGNEE TO _____
 ADDRESS _____
 FLOOR _____ ELEV. _____ TEL. _____
 CITY _____ STATE _____

NOTIFICATION OF WEIGHT & CHARGES
 SHIPPER REQUESTS NOTIFICATION OF ACTUAL WEIGHT & CHARGES TO PARTY SHOWN BELOW
 NOTIFY _____ TEL. _____
 ADDRESS _____

PREFERRED DELIVERY DATE(S) _____
 OR PERIODS OF TIME _____

ALL CHARGES ARE TO BE PAID IN CASH, MONEY ORDER, OR CERTIFIED CHECK BEFORE CARRIER DELIVERS OR RELINQUISHES POSSESSION UNLESS INDICATED BY CARRIER. PERSONAL CHECK WILL NOT BE ACCEPTED.

RECEIVED SUBJECT TO _____ ROUTING _____
 GENERAL CONDITIONS: _____

RATES, RULES AND REGULATIONS IN
 TARIFF _____ SEC. _____

INVOICING

GOV'T. B/L No. _____
 BILL CHARGES TO _____

THIS SHIPMENT WILL MOVE SUBJECT TO THE RULES AND CONDITIONS OF THE CARRIER & TARIFF. ALL TERMS PRINTED OR STAMPED HEREON OR ON THE REVERSE SIDE HEREOF, SHIPPER HEREBY RELEASES THE ENTIRE SHIPMENT TO A VALUE NOT EXCEEDING _____ THE CARRIER'S LIABILITY FOR LOSS AND DAMAGE WILL BE .60 PER LB. PER ARTICLE UNLESS A GREATER AMOUNT IS SPECIFIED BY THE SHIPPER.

SIGNED _____ Shipper _____ Date _____

TIME RECORD

START _____
 FINISH _____

AM AM Customers Initials
 PM PM Customers Initials

JOB HOURS _____
 TRAVEL TIME _____
 TOTAL HOURS _____

TRANSPORTATION SERVICES HOURLY CHARGE

STRAIGHT TIME
 VAN(S) _____ MEN _____ HOURS AT \$ _____ PER HR.

OVERTIME SERVICES
 VAN(S) _____ MEN _____ HOURS AT \$ _____ PER HR.

TRAVEL TIME HOURS at \$ _____

OTHER CHARGES _____
 OTHER CHARGES _____
 PACKING _____
 INSURANCE _____
 TOTAL _____
 DATE DELIVERED _____
 DRIVER _____

WEIGHT AND SERVICES

SPACE RES. _____ CU. FT.
 EXCL. USE OF VEH. _____ CU. FT.

EXPEDITED SERVICE ORDERED BY SHIPPER DELIVERED ON OR BEFORE _____

GROSS	TARE	NET	RATE	CHARGES
TRANSPORTATION _____ MILES				
ADD'TL. LIAB. CHG. (PER SHIPMENT CHARGE)				
ADD'TL. TRANS. (SURCHARGE) _____ <input type="checkbox"/> ORIG. <input type="checkbox"/> DEST.				
EXTRA PICKUPS OR DELIVERIES: NO. _____ BY _____ AT _____				
EXCESSIVE CARRY _____ ELEVATOR _____ STAIRS _____				
PIANO HANDLING: OUT _____ IN _____ HOIST _____				
ADD'TL. LABOR _____ MEN FOR _____ MAN HOURS				
WAREHOUSE HANDLING _____				
TRANSIT STORAGE: FROM _____ TO _____				
S.I.T. VALUATION CHARGE _____				

APPLIANCE SERVICES _____ ORIGIN DUE _____
 DEST. DUE _____

OTHER CHARGES _____

CARTAGE: TO WHSE <input type="checkbox"/> , FROM WHSE <input type="checkbox"/> , ORIG <input type="checkbox"/> , DEST <input type="checkbox"/> MI	QUANTITY
BARRELS _____	5
CARTONS _____ LESS THAN _____	1 1/2
CARTONS _____	1 1/2
CARTONS _____	3
CARTONS _____	4 1/2
CARTONS _____	6
CRIB MATTRESS _____	
WARDROBES (USE OF) _____	
MATTRESS CARTON NOT EXCEEDING 39 x 75 _____	
MATTRESS CARTON NOT EXCEEDING 54 x 75 _____	
MATTRESS CARTON EXCEEDING 54 x 75 _____	
CRATES _____ MIRROR CARTONS _____	
TOTAL PACKING	
TOTAL CHARGES <input type="checkbox"/> CHGE <input type="checkbox"/> PPD <input type="checkbox"/> C.O.D. <input type="checkbox"/> G.B.L.	TOTAL CHARGES _____
PREPAYMENT: COLLECTED BY _____	
BALANCE DUE: COLLECTED BY _____	

DELIVERY ACKNOWLEDGEMENT: SHIPMENT WAS RECEIVED IN GOOD CONDITION EXCEPT AS NOTED ON INVENTORY, AND SERVICES ORDERED WERE PERFORMED.

REC'D FOR STORAGE _____ WAREHOUSE _____ CONSIGNEE _____

BY _____ PER _____ DATE _____
 (WAREHOUSEMAN'S SIGNATURE)

CONTRACT TERMS AND CONDITIONS

Sec. 1. (a) The carrier or party in possession of any of the property herein described shall be liable as at common law for any loss thereof or damage thereto, except as hereinafter provided.

(b) No carrier or party in possession of all or any of the property herein described shall be liable for any loss thereof or damage thereto or delay caused by the act of God, the public enemy, the acts of public authority, quarantine, riots, strikes, perils of navigation the act or default of the shipper or owner, the nature of the property or defect or inherent vice therein. Except in case of negligence of the carrier or party in possession, no carrier or party in possession of all or any of the property herein described shall be liable for the loss or damage thereto or responsible for its condition, operation or functioning, whether or not such property or any part of it is packed, unpacked, or packed and unpacked by the shipper or its agent or the carrier or its agent. Except in case of negligence of the carrier or party in possession, no carrier or party in possession of all or any of the property herein described shall be liable for damage to or loss of contents of pieces of furniture, crates, bundles, cartons, boxes, barrels or other containers unless such contents are open for the carrier's inspection and then only for such articles as are specifically listed by the shipper and receipted for by the carrier or its agent.

(c) Except in case of negligence of the carrier or party in possession, the carrier or party in possession of any of the property herein described shall not be liable for delay caused by highway obstruction, or faulty or impassable highway, or lack of capacity of any highway, bridge, or ferry, or caused by breakdown or mechanical defect of vehicles or equipment.

(d) Except in case of negligence of the carrier or party in possession, the carrier or party in possession shall not be liable for loss, damage, or delay occurring while the property is stopped and held or stored in transit upon request of the shipper, owner, or party entitled to make such request, whether such request was made before or after the carrier comes into possession of the property.

(e) In case of quarantine, the property may be discharged at the risk and expense of the owners into quarantine depot or elsewhere, as required by quarantine regulations, or authorities, and in such case, carrier's responsibility shall cease when the property is so discharged, or property may be returned by carrier at owner's expense to shipping point earning charges both ways. Quarantine expenses of whatever nature or kind upon or in respect to property shall be borne by the owners at the property or a lien thereon. The carrier shall not be liable for loss or damage occasioned by fumigation or disinfection or other acts done or required by quarantine regulations or authorities even though the same may have been done by carrier's officers, agents, or employees, nor for detention, loss, or damage of any kind occasioned by quarantine or the enforcement thereof. No carrier shall be liable, except in case of negligence, for any mistake or inaccuracy in any information furnished by the carrier, its agents, or officers, as to quarantine laws or regulations. The shipper shall hold the carriers harmless from any expense they may incur or damages they may be required to pay, by reason of the introduction of the property covered by this contrast into any place against the quarantine laws or regulations in effect at such place.

Sec. 2. (a) No carrier is bound to transport said property by any particular schedule, vehicle, train or vessel or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of destination. In all cases not prohibited by law, where a lower value than actual value has been represented in writing by the shipper or has been agreed upon in writing as the released value of the property as determined by the classification or tariffs upon which the rate is based, such lower value shall be the maximum amount to be recovered, whether or not such loss or damage occurs from negligence.

(b) As a condition precedent to recovery, claims must be filed in writing with the receiving or delivering carrier, or carrier issuing this bill of lading, or carrier in possession of the property when the loss, damage, injury or delay occurred within 10 days after delivery of the property (or in case of export traffic, within nine months after delivery at port of export) or, in case of failure to make delivery, then within nine months after a reasonable time for delivery has elapsed; and suits shall be instituted against any carrier only within two years and one day from the day when notice in writing is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts thereof specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, no carrier hereunder shall be liable and such claims will not be paid.

(c) Any carrier or party liable on account of loss or damage to any of said property shall have the full benefit of any insurance that may have been effected upon or on account of said property so far as this shall not avoid the policies or contracts of insurance; provided that the carrier reimburse the claimant for the premium paid thereon.

Sec. 3. Except where such service is required as the result of carrier's negligence, all property shall be subject to necessary coeprage, packing and repacking at owner's cost.

Sec. 4. (a) Property not received by the party entitled to receive it within the free time (if any) allowed by tariffs lawfully on file (such free time to be computed as there provided) after notice of the arrival of the property at destination or at the port of export (if intended for export) has been duly sent or given, and after placement of the property for delivery at destination, or at the time tender of delivery of the property to the party entitled to receive it or at the address given for delivery has been made, may be kept in vehicle, warehouse or place of business of the carrier, subject to the tariff charge for storage and to carrier's responsibility as warehouseman, only, or at the option of the carrier may be removed to and stored in a warehouse at the point of delivery or at other available points, at the cost of the owner, and there held without liability on the part of the carrier, and subject to a lien for all transportation and other lawful charges, including a reasonable charge for storage. In the event the consignee can not be found at the address given for delivery, then in that event, notice of the placing of such goods in warehouse shall be left at the address given for delivery and mailed to any other address given in the bill of lading for notification, showing the warehouse in which such property has been placed, subject to the provisions of this paragraph.

(b) Where nonperishable property which has been transported to destination hereunder is refused by consignee or the party entitled to receive it upon tender of delivery, or said consignee or party entitled to receive it fails to receive it or claim within 15 days after notice of arrival of the property at destination shall have been duly sent or given, the carrier may sell the same at public auction to the highest bidder, at such place as may be designated by the carrier; provided, that the carrier shall have first mailed, sent, or given to the consignor notice that the property has been refused or remains unclaimed, as the case may be, and that it will be subject to sale under the terms, of the bill of lading if disposition be not arranged for, and shall have published notice containing a description of the property, the name of the party to whom consigned, and the time and place of sale, once a week for two successive weeks, in a newspaper of general circulation at the place of sale or nearest place where such newspaper is published; provided that 30 days shall have elapsed before publication of notice of sale after said notice that the property was refused or remains unclaimed was mailed, sent, or given.

(c) Where perishable property which has been transported hereunder to destination is refused by consignee or party entitled to receive it, or consignee or party entitled to receive it shall fail to receive it promptly, the carrier may, in its discretion, to prevent deterioration or further deterioration, sell the same to the best advantage at private or public sale; provided, that if there be time for service of notification to the consignor or owner of the refusal of the property or the failure to receive it and request for disposition of the property, such notification shall be given, in such manner as the exercise of due diligence requires before the property is sold.

(d) Where the procedure provided for in the two paragraphs last preceding is not possible, it is agreed that nothing contained in said paragraphs shall be construed to abridge the right of the carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law.

(e) The proceeds of any sale made under this section shall be applied by the carrier to the payment of advances, tariff charges, packing, storage, and any other lawful charges and the expense of notice, advertisement, sale, and other necessary expense and of caring for and maintaining the property, if proper care of the same requires special expense; and should there be a balance, it shall be paid to the owner of the property sold hereunder.

(f) Where the carrier is directed to load property from (or render any services at) a place or places at which the consignor or his agent is not present, the property shall be at the risk of the owner before loading.

Where the carrier is directed to unload or deliver property (or render any services) at the place or places at which the consignee or its agent is not present, the property shall be at the risk of the owner after unloading or delivery.

Sec. 5. No carrier hereunder will carry or be liable in any way for any documents, specie, or for any articles of extraordinary value not specifically rated in the published classification or tariffs unless a special agreement to do so and a stipulated value of the articles are endorsed hereon.

Sec. 6. Explosives or dangerous goods will not be accepted for shipment. Every party whether principal or agent shipping such goods shall be liable for and indemnify the carrier against all loss or damage caused by such goods and carrier will not be liable for safe delivery of the shipment.

Sec. 7. The owner or consignee shall pay the advances, tariff charges, packing and storage, if any, and all other lawful charges accruing on said property; but, except in those instances where it may lawfully be authorized to do so, no carrier shall deliver or relinquish possession at destination of the property covered by this bill of lading until all tariff rates and charges thereon have been paid. The consignor shall be liable for the advances, tariff charges, packing, storage and, all other lawful charges, except that if the consignor stipulates, by signature, in the space provided for that purpose on the face of this bill of lading that the carrier shall not make delivery without requiring payment of such charges and the carrier, contrary to such stipulation shall make delivery without requiring such payment, the consignor (except as hereinafter provided) shall not be liable for such charges; Provided, that, where the carrier has been instructed by the shipper or consignor to deliver said property to a consignee other than the shipper or consignor, such consignee shall not be legally liable for transportation charges in respect of the transportation of said property (beyond those billed against him at the time of delivery for which he is otherwise liable) which may be found to be due after the property has been delivered to him. If the consignee (a) is an agent only and has no beneficial title in said property, and, (b) prior to delivery of said property has notified the delivering carrier in writing of the fact of such agency and absence of beneficial title, and in the case of a shipment reconsigned or diverted to a point other than that specified in the original bill of lading, has also notified the delivering carrier in writing of the name and address of the beneficial owner of said property; and in such cases the shipper or consignor, or, in the case of a shipment so reconsigned or diverted, the beneficial owner, shall be liable for such additional charges. If the consignee has given to the carrier erroneous information as to who the beneficial owner is, such consignee shall himself be liable for such additional charges. Nothing herein shall limit the right of the carrier to require at time of shipment, the prepayment of the charges. If upon inspection it is ascertained that the articles shipped are not those described in this bill of lading, the advances or tariff charges must be paid upon the articles actually shipped.

Sec. 8. If this bill of lading is issued on the order of the shipper, or his agent, in exchange or in substitution for another bill of lading, the shipper's signature to the prior bill of lading as to the statement of value or otherwise, or election for common law or bill of lading liability, in or in connection with such prior bill of lading, shall be considered a part of this bill of lading as fully as if the same were written or made in or in connection with this bill of lading.

Sec. 9. Any alteration, addition or erasure in this bill at lading which shall be made without the special notation hereon of the agent of the carrier issuing this bill of lading shall be without effect and this bill of lading shall be enforceable according to its original tenor.

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